

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND-ODESSA DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)**

Plaintiff,)

v.)

**TOTAL ELECTRICAL SERVICE AND)
SUPPLY COMPANY d/b/a TESSCO)**

Defendant.)

CIVIL ACTION NO. MO-08-CV-130

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Plaintiff United States Equal Employment Opportunity Commission ("EEOC") and Defendant Total Electrical Service and Supply Company d/b/a TESSCO ("Defendant"). This Consent Decree resolves Plaintiff EEOC's claims in the above-referenced Civil Action No. MO-08-CV-130. Plaintiff EEOC initiated its lawsuit under Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §2000e *et seq.*, to correct unlawful employment practices on the basis of race, White, and national origin, Non-Hispanic, and to provide relief to Johnny Leazer, Jason Glenn and Keith Weir, who were allegedly adversely affected by those unlawful employment practices.

The EEOC and the Defendant agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree"). It is understood and agreed that this Consent Decree is in compromise of disputed claims, and that this Consent Decree shall not in

any way be construed as an admission by Defendant of a violation of any federal, state, or local statute, law or regulation, or a violation of any rights of any person.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in Plaintiff EEOC's Complaint in this case. Plaintiff EEOC waives further litigation of all issues raised in the above-referenced Complaint. Plaintiff EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending, or which may in the future be filed, against Defendant.

2. Defendant, its officers, successors, assigns, agents, servants, employees, attorneys, and all persons in active concert or participation with them, are hereby enjoined from: (1) discriminating against any employees on the basis of national origin and/or race, in violation of Title VII; (2) engaging in or being a party to any action, policy or practice that results in disparate terms and conditions of employment of any employee on the basis of national origin and/or race; and (3) creating, facilitating or permitting the existence of a work environment that is hostile to any employees through acts such as offensive race and/or national origin based comments, slurs, derogatory insults and other demeaning conduct for the one year term of this Consent Decree.

3. Defendant agrees that it shall abide by Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991.

4. Defendant agrees to establish a 1-800-Hotline number for the reporting of complaints of misconduct that may constitute unlawful discrimination, harassment and/or

retaliation under Title VII within sixty (60) days after entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this provision and agrees to disseminate information to each current employee notifying them of the Hotline number within 120 days after entry of this Consent Decree. New employees will be provided notice of the 1-800-Hotline number upon hire in the course of new hire orientation sessions and safety meetings.

5. Defendant agrees to conduct training for its Human Resources staff and division heads at TESSCO, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will inform employees about legal prohibitions of racial and national origin harassment and a hostile work environment. Defendant agrees to give written notice to the EEOC within fourteen (14) days of the training with a summary of: (a) the date and location of the training; (b) the list of employees attending; (c) the name of the person providing the training; and (d) the substance of the training. Defendant also agrees to inform new employees about the requirements and prohibitions of Title VII.

6. Defendant agrees that they shall continue to advise all managers and supervisors of their duty to actively monitor their worksites to ensure employees' compliance with the company's policy against racial harassment, and to report any incidents and/or complaints of discrimination, race-based or national origin harassment and/or retaliation of which they become aware to the persons charged with handling such complaints.

7. Within thirty (30) days after entry of this Consent Decree, Defendant agrees to remove from the personnel files of Johnny Leazer, Keith Weir and Jason Glenn all documents, entries and references, if any, relating to the following: the facts and circumstances which led to

the filing of Leazer's charge of discrimination; the charge itself; and the complaint filed by the EEOC in federal court based upon the Charge of Discrimination. Defendant shall send a report to the EEOC within fourteen (14) days after expungement, describing the specific items expunged from the personnel files.

8. Defendant agrees to pay \$125,000.00 to resolve all claims for damages to Johnny Leazer, Keith Weir and Jason Glenn. This settlement amount does not include any backpay damages. Defendant agrees to issue 1099's to Johnny Leazer, Keith Weir and Jason Glenn.

9. Within twenty (20) days after the entry of this Consent Decree, EEOC will provide Defendant with proper address and amount of settlement to be paid to Leazer, Weir and Glenn. Within thirty (30) days of receipt of this information from the EEOC, Defendant will issue the checks, made payable to Johnny Leazer, Keith Weir and Jason Glenn, in the amounts specified by the EEOC, with a copy of the checks sent to EEOC Supervisory Trial Attorney Suzanne M. Anderson, 207 S. Houston Street, Third Floor, Dallas, Texas 75202.

10. The duration of this Decree shall be one (1) year from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter further orders or modifications as may be appropriate. Should any disputes under this Decree remain unresolved at the expiration of the one-year period, the term of the Decree shall be automatically extended, and the Court will retain jurisdiction of this matter to enforce the Consent Decree, until such time as all disputes have been resolved.

11. Plaintiff EEOC shall have the right to ensure compliance with the terms of this Consent Decree, and may: (a) conduct inspections of Defendant's facilities; (b) interview Defendant's employees; and (c) examine and copy relevant documents.

12. All reports to the EEOC required by this Consent Decree shall be sent to Suzanne M. Anderson, Supervisory Trial Attorney, EEOC, 207 S. Houston, Dallas, Texas 75202

13. Each party shall bear its own costs, including attorneys' fees incurred in this action.

SO ORDERED.

Signed this ____ day of _____, 2009.

ROBERT JUNELL
UNITED STATES DISTRICT JUDGE

FORD & HARRISON L.L.P.

BY:



Michael P. Maslanka
TX State Bar No. 13148800

*with permission
BY*

BY:



Buena Vista Lyons
TX State Bar No. 00797630

1601 Elm St., Suite 4450
Dallas, Texas 75201
Tel: (214) 256-4700
Fax: (214) 256-4701

ATTORNEYS FOR DEFENDANT

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

BY:



Robert A. Canino
Regional Attorney
OK State Bar No. 011782



Suzanne M. Anderson
Supervisory Trial Attorney
TX State Bar No. 14009470

EEOC
207 S. Houston St.
Dallas, Texas 75202
(214) 253-2740
(214) 253-2749

ATTORNEYS FOR PLAINTIFF